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February 28, 2017

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A Limited Liability Partnership

Joseph LaCome  
3025 E. Hawkins Street  
Springfield, MO 65804  
(Via e-mail: [LaComeLaw@gmail.com](mailto:LaComeLaw@gmail.com))

RE: *Tina Cox v. Lafayette County, et al.*  
U.S. District Court, Western District of Missouri, Kansas City  
Case No.: 4:16-CV-00798-BCW  
Claim No.: GL2014008428  
FPS&S File No.: 582.30139

Dear Mr. LaCome:

This will acknowledge receipt of your e-mail from yesterday accepting the \$8,000.00 settlement offer we previously extended on behalf of all of the Defendants. I am in the process of finding out from the insurance carrier what paperwork it needs in order to issue the check. I anticipate it will need, at a minimum, a completed W-9 form (blank copy attached) and specific information as to how the settlement check should be drawn. Please let me know how that settlement check should be issued and return to me the completed W-9 Form.

In hopes of expediting the exchange of the settlement documents for the settlement check, I have enclosed copies of drafts of a proposed General Release, Stipulation of Dismissal and Order for the Court's consideration. Please look these drafts over and let me know if they meet with your approval in their present form. Alternatively, if you believe there are changes which should be made, please let me know.

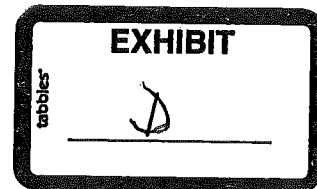
As soon as I hear from the insurance company about what additional information it needs to issue the settlement check, I will be back in touch with you.

Thank you for your continued cooperation and assistance.

Sincerely yours,

David S. Baker  
E-mail: [DBaker@FisherPatterson.com](mailto:DBaker@FisherPatterson.com)

DSB/ap  
Encl.



{00333849}

# GENERAL RELEASE

The undersigned, TINA LEE COX, for and in consideration of the total sum of *Eight Thousand and no/100 Dollars* (\$8,000.00), the receipt and sufficiency of said consideration being hereby acknowledged, does hereby

## **RELEASE, ACQUIT AND FOREVER DISCHARGE**

LAFAYETTE COUNTY, MISSOURI; THE LAFAYETTE COUNTY, MISSOURI, SHERIFF'S DEPARTMENT; KERRICK ALUMBAUGH; CHRISTOPHER JONES; ALL PAST, PRESENT AND FUTURE OFFICIALS, EMPLOYEES, DEPUTY SHERIFF'S, REPRESENTATIVES, VOLUNTEERS, AGENTS AND SERVANTS OF LAFAYETTE COUNTY AND/OR THE LAFAYETTE COUNTY SHERIFF'S OFFICE; their insurers and attorneys; and all other persons, individuals, entities, organizations and/or governmental entities of any nature or description (sometimes jointly referred to hereinafter as the "RELEASED PARTIES"); from any and all liability, actions, claims, demands or suits whatsoever, known and/or unknown, including any and all claims for attorney's fees and/or costs and/or expenses recoverable under 42 U.S.C. § 1988 or otherwise, which she now has or may hereafter have on account of or arising out of or in any way attributable to her being confined in the Lafayette County Jail or any condition of her confinement in said Jail including, but not limited to her being attacked, threatened, raped, assaulted, denied right of counsel or being compelled to give an interview at any time prior to February 27, 2017, as well as all claims and theories of recovery which were or could have been asserted by her in a lawsuit she filed entitled *Tina Lee Cox, Plaintiff v. Lafayette County, et al., Defendants*, which is currently pending in the United States District Court for the Western District of Missouri and assigned Case No. 4:16-CV-00798-BCW.

**FOR SAID CONSIDERATION**, TINA LEE COX agrees and promises to indemnify and/or hold harmless the RELEASED PARTIES from any and all liens directly or indirectly arising out of or attributable to the aforescribed incidents and occurrences including, but not limited to, workmens' compensation liens, attorney's liens, Medicare and/or Medicaid liens, and all medical liens. Further, TINA LEE COX further agrees to provide the RELEASED PARTIES and/or their attorneys, if requested to do so, written verification and all information/documentation that is or may become necessary to verify, confirm and/or facilitate appropriate settlement reporting or reimbursement obligations to or from Centers for Medicare/Medicaid (CMS) program in satisfaction of lien(s) for any conditioned payments made attributable to the events, incidents and/or occurrences described in this lawsuit for which reimbursement is or may be sought.

**FOR SAID CONSIDERATION**, TINA LEE COX further warrants that no promise or agreement not herein expressed has been made; that this Release is not executed in reliance upon any statement or representation made by the parties hereby released or said parties' representatives, agents or attorneys concerning any thing or matter; that the abovementioned sole consideration is accepted in full and complete compromise, settlement, accord and satisfaction of any and all of the aforesaid claims, demands and lawsuit including all consequences thereof (known and unknown) which may hereafter develop as well as those already developed or now apparent which TINA LEE COX now has or in the future may have against the RELEASED PARTIES; that this agreement is contractual in nature and not merely recital; that all claims, if any, for attorney's liens and/or court costs and/or attorney's fees recoverable under 42 U.S.C. §1988 or otherwise are included herein; and it is fully understood and agreed that this Release is in full and complete compromise and settlement of all claims of every kind that TINA LEE COX has or may in the future have as to the RELEASED PARTIES resulting from or related to or arising out of the aforescribed incidents,

events, claims and lawsuit; and that said payment is not to be construed as any admission of liability,  
**ALL LIABILITY BEING EXPRESSLY HEREBY DENIED.** TINA LEE COX  
warrants that she is over 21 years of age and legally competent to execute this Release, and that  
before executing this Release she fully understood the same and executed it with full knowledge of  
its contents, meaning and effect.

**THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
TINA LEE COX

Witnessed, Approved and  
Attorney's Lien Released By:

\_\_\_\_\_  
JOSEPH LACOME, Esq.  
*Attorney for Tina Lee Cox*

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public in and for said County and State, this \_\_\_\_ day  
of \_\_\_\_\_, 2017, personally appeared TINA LEE COX, personally known to me  
to be the person who executed the foregoing Release in writing and being first duly sworn  
acknowledged the execution of the same as a voluntary act for the uses and purposes therein set  
forth with full knowledge of its content and effect.

Witness my hand and seal on the date above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
KANSAS CITY

TINA LEE COX,

Plaintiff,

vs.

LAFAYETTE COUNTY, et al.,

Defendants.

Case No.: 4:16-CV-00798-BCW

**STIPULATION OF DISMISSAL**

COME NOW Plaintiff and Defendants Lafayette County and Alumbaugh, by and through their undersigned counsel of record, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and hereby stipulate to the dismissal of this case with prejudice. It is further stipulated all parties shall bear their own costs and expenses incurred in the prosecution and/or defense of this matter.

Respectfully submitted,

/s/ Joseph LaCome

Joseph LaCome

#63533

3025 E. Hawkins Street

Springfield, MO 65804

(415) 847-1944

LaComeLaw@gmail.com

*Attorney for Plaintiff*

/s/ David S. Baker

David S. Baker

#30347

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*Attorneys for Defendants Lafayette County and Alumbaugh*

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
KANSAS CITY

TINA LEE COX,

Plaintiff,

vs.

LAFAYETTE COUNTY, et al.,

Defendants.

Case No.: 4:16-CV-00798-BCW

**ORDER OF DISMISSAL WITH PREJUDICE**

The parties have filed a Stipulation in which they have agreed to the dismissal of this case with prejudice. They have further stipulated that all parties are to bear their own costs and expenses. Accordingly, it is hereby ORDERED this case is hereby dismissed with prejudice and all parties shall bear their own costs and expenses.

\_\_\_\_\_  
Brian C. Wimes  
United States District Judge

Kansas City, Missouri

Dated: \_\_\_\_\_